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**UNITED STATES DISTRICT COURT**

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

PORTIA MASON, an individual,  
Plaintiff,

v.

KREATERS, INC. d/b/a BLENDS, a  
California corporation; and DOES 1  
to 10, inclusive,  
Defendants.

CASE NO.:

**COMPLAINT**

1. VIOLATIONS OF THE  
AMERICANS WITH  
DISABILITIES ACT OF 1990, 42  
U.S.C. § 12181
2. VIOLATIONS OF THE UNRUH  
CIVIL RIGHTS ACT,  
CALIFORNIA CIVIL CODE § 51  
**DEMAND FOR JURY TRIAL**

Plaintiff Portia Mason (hereafter “Plaintiff”) brings this action based upon personal knowledge as to herself and her own acts, based upon, *inter alia*, the investigations of her attorneys.

**NATURE OF THE ACTION**

1. Plaintiff is a visually impaired and legally blind individual who requires screen-reading software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments who meet the legal definition of blindness in that they have a

1 visual acuity with correction of less than or equal to 20 x 200. Some blind people  
2 who meet this definition have limited vision. Others have no vision.

3 2. Plaintiff brings this Complaint to secure redress against Kreaters, Inc.  
4 d/b/a Blends (hereafter “Defendant”) and DOES 1-10 for its failure to design,  
5 construct, maintain, and operate its website to be fully and equally accessible to and  
6 independently usable by Plaintiff and other blind or visually impaired individuals.  
7 Defendant’s denial of full and equal access to its website, and therefore denial of its  
8 products and services offered thereby and in conjunction with its physical locations,  
9 is a violation of Plaintiff’s rights under the Americans with Disabilities Act  
10 (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

11 3. Because Defendant’s website, <https://www.blendsus.com/> (the  
12 “website” or “Defendant’s website”), is not fully or equally accessible to blind and  
13 visually impaired consumers in violation of the ADA, Plaintiff seeks a permanent  
14 injunction to cause a change in Defendant’s corporate policies, practices, and  
15 procedures so that Defendant’s website will become and remain accessible to  
16 Plaintiff and other blind and visually impaired consumers.

### 17 THE PARTIES

18 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the  
19 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped  
20 person, and a member of a protected class of individuals under the ADA, pursuant  
21 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth  
22 at 28 CFR §§ 36.101 *et seq.*

23 5. Defendant is a California corporation with its headquarters in Santa  
24 Ana, California. Defendant’s servers for the website are in the United States.  
25 Defendant conducts a large amount of its business in California. The physical  
26 locations where Defendant’s goods and services are sold to the public constitute  
27 places of public accommodation pursuant to 42 U.S.C. § 12181(7)(E), as Defendant  
28 owns, operates, and controls retail sales establishments. Defendant’s retail stores

1 provide important goods and services to the public. Moreover, Defendant's website  
 2 provides consumers access to the goods and services which Defendant offers in its  
 3 brick-and-mortar retail stores. For example, Defendant's website allows for  
 4 consumers to purchase men's and women's apparel and accessories which  
 5 Defendant sells in its retail stores. Thus, the website connects consumers to the  
 6 goods and services of Defendant's retail stores. Consumers can also use  
 7 Defendant's website to find the retail store locations, learn about Defendant's  
 8 business, contact Defendant, peruse Defendant's return and exchange policies,  
 9 subscribe to Defendant's mailing list to receive news and updates, and explore  
 10 Defendant's project archive.

11 6. Plaintiff is unaware of the true names, identities, and capacities of each  
 12 Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this  
 13 complaint to allege the true names and capacities of DOES 1 to 10 if and when  
 14 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each  
 15 Defendant sued herein as a DOE is legally responsible in some manner for the  
 16 events and happenings alleged herein and that each Defendant sued herein as a DOE  
 17 proximately caused injuries and damages to Plaintiff as set forth below.

18 7. Defendant's retail stores are public accommodations within the  
 19 definition of Title III of the ADA, 42 U.S.C. § 12181(7)(E).

20 8. The website provides access to the goods, services, privileges, and  
 21 advantages of Defendant's brick-and-mortar locations, places of public  
 22 accommodation, by allowing consumers to purchase apparel and accessories sold  
 23 in Defendant's retail stores.

## 24 JURISDICTION AND VENUE

25 9. Defendant is subject to personal jurisdiction in this District. Defendant  
 26 has been and continues to commit the acts or omissions alleged herein in the Central  
 27 District of California, that caused injury, and violated rights prescribed by the ADA  
 28 and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to

1 Plaintiff's claims occurred in the Central District of California. Specifically,  
2 Plaintiff has been denied the full use and enjoyment of the facilities, goods, and  
3 services of Defendant's retail stores which it provides through the website in Los  
4 Angeles County. The access barriers Plaintiff has encountered on Defendant's  
5 website have caused a denial of Plaintiff's full and equal access to Defendant's retail  
6 stores and now deter Plaintiff from accessing Defendant's website and retail stores.  
7 The access barriers Plaintiff has encountered on Defendant's website have impeded  
8 Plaintiff's full and equal enjoyment of goods and services offered at Defendant's  
9 brick-and-mortar locations.

10 10. This Court also has subject-matter jurisdiction over this action  
11 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise  
12 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1367.

13 11. This Court has personal jurisdiction over Defendant because it  
14 conducts and continues to conduct a substantial and significant amount of business  
15 in the State of California, County of Los Angeles, and because Defendant's  
16 offending website is available across California.

17 12. Venue is proper in the Central District of California pursuant to 28  
18 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and  
19 continues to conduct a substantial and significant amount of business in this District,  
20 Defendant is subject to personal jurisdiction in this District, and a substantial  
21 portion of the conduct complained of herein occurred in this District.

22 13. Defendant owns, operates, and maintains brick-and-mortar retail store  
23 locations in the State of California. Defendant's brick-and-mortar store locations  
24 offer goods and services to the public. Defendant also offers the very goods and  
25 services that are offered in Defendant's places of public accommodation to the  
26 public through the website. Defendant's brick-and-mortar retail store locations are  
27 places of public accommodation pursuant to 42 U.S.C. § 12181(7)(E), and  
28 Defendant's website is subject to the ADA because it provides methods by which

1 consumers can access the goods and services offered in Defendant's brick-and-  
 2 mortar retail stores, which are inaccessible to Plaintiff, a disabled screen-reader user  
 3 such as the ability to purchase apparel and accessories sold in Defendant's retail  
 4 stores through the website.

### 5 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

6 14. The Internet has become a significant source of information, a portal,  
 7 and a tool for conducting business, doing everyday activities such as shopping,  
 8 learning, banking, researching, as well as many other activities for sighted, blind,  
 9 and visually impaired persons alike.

10 15. In today's tech-savvy world, blind and visually impaired people have  
 11 the ability to access websites using keyboards in conjunction with screen access  
 12 software that vocalizes the visual information found on a computer screen. This  
 13 technology is known as screen-reading software. Screen-reading software is  
 14 currently the only method a blind or visually impaired person may use to  
 15 independently access the internet. Unless websites are designed to be read by  
 16 screen-reading software, blind and visually impaired persons are unable to fully  
 17 access websites, and the information, products, and services contained thereon.

18 16. Blind and visually impaired users of Windows operating system-  
 19 enabled computers and devices have several screen-reading software programs  
 20 available to them. Some of these programs are available for purchase and other  
 21 programs are available without the user having to purchase the program separately.  
 22 Job Access With Speech, otherwise known as "JAWS," is currently the most  
 23 popular, separately purchased and downloaded screen-reading software program  
 24 available for a Windows computer.

25 17. For screen-reading software to function, the information on a website  
 26 must be capable of being rendered into text. If the website content is not capable  
 27 of being rendered into text, the blind or visually impaired user is unable to access  
 28 the same content available to sighted users.

18. The international website standards organization, the World Wide Web Consortium, known throughout the world as W3C, has published Success Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1" hereinafter). WCAG 2.1 are well-established guidelines for making websites accessible to blind and visually impaired people. These guidelines are adopted, implemented, and followed by most large business entities who want to ensure their websites are accessible to users of screen-reading software programs. Though WCAG 2.1 has not been formally adopted as the standard for making websites accessible, it is one of, if not the most, valuable resource for companies to operate, maintain, and provide a website that is accessible under the ADA to the public. Plaintiff seeks Defendant comply with WCAG 2.1 as a remedy. Plaintiff does not premise Defendant's violations of the ADA nor the Unruh Act on violations of WCAG 2.1. However, the Department of Justice ("DOJ") has issued guidance on how to make web content accessible to people with disabilities. The DOJ's guidance provides that: "Existing technical standards provide helpful guidance concerning how to ensure accessibility of website features. These include [WCAG] and the Section 508 standards, which the federal government uses for its own websites."<sup>1</sup> Accordingly, although not a sole basis to premise violations of the ADA and the Unruh Act on, WCAG "provide helpful guidance concerning how to ensure accessibility of website features."

19. Within this context, the Ninth Circuit has recognized the viability of ADA claims against commercial website owners/operators with regard to the accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in addition to the numerous courts that have already recognized such application.

20. Each of Defendant's violations of the Americans with Disabilities Act is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights

<sup>1</sup> <https://beta.ada.gov/resources/web-guidance/>

1 Act provides that any violation of the ADA constitutes a violation of the Unruh  
2 Civil Rights Act. Cal. Civ. Code § 51(f).

### 3 **FACTUAL BACKGROUND**

4 21. Defendant offers the website to the public. The website offers features  
5 which should allow all consumers to access the goods and services which Defendant  
6 offers in connection with its physical locations through the website. The goods and  
7 services offered by Defendant through the website in conjunction with its retail  
8 stores include, but are not limited to, the following: apparel and accessories.  
9 Consumers can also use Defendant's website to find the retail store locations, learn  
10 about Defendant's business, contact Defendant, peruse Defendant's return and  
11 exchange policies, subscribe to Defendant's mailing list to receive news and  
12 updates, and explore Defendant's project archive.

13 22. Due to Defendant's failure to properly code its website, Plaintiff has  
14 been and is still being denied equal and full access to Defendant's retail stores and  
15 the numerous goods, services, and benefits offered to the public through  
16 Defendant's website in conjunction with Defendant's brick-and-mortar retail stores.

### 17 **THE WEBSITE BARRIERS DENY PLAINTIFF ACCESS**

18 23. Plaintiff is a visually impaired and legally blind person, who cannot  
19 use a computer without the assistance of screen-reading software. However,  
20 Plaintiff is a proficient user of JAWS and uses it to access the internet. Plaintiff  
21 visited <https://www.blendsus.com/> using the screen-reader, JAWS, to shop for  
22 apparel and accessories.

23 24. During Plaintiff's visit to Defendant's website, Plaintiff encountered  
24 multiple access barriers which denied Plaintiff full and equal access to the facilities,  
25 goods, and services offered to the public and made available to the public on  
26 Defendant's website. For example, Plaintiff encountered multiple links that were  
27 read aloud by her screen-reader as "links." Thus, Plaintiff was unable to complete  
28 a purchase of apparel or accessories because of Defendant's failure to ascribe



1 alternative text to the goods which it sells through the website in conjunction with  
2 its retail stores. To give some context, Plaintiff uses her keyboard to navigate  
3 websites, as she is not sighted and cannot use a mouse. Thus, in order for  
4 Defendant's website to be readable by Plaintiff's screen-reader, Defendant must  
5 implement appropriate website coding practices so that the nonvisual elements of  
6 Defendant's website can be read aloud by Plaintiff's screen-reader. As a result of  
7 Defendant's deficient coding practices, Defendant's website was not compatible  
8 with Plaintiff's screen-reader—denying her the ability to complete a purchase of  
9 apparel or accessories.

10 25. If Defendant had sufficiently coded the website to be readable by  
11 Plaintiff's screen-reader and accessible with her keyboard, Plaintiff would have  
12 been able to interact with these elements and complete a purchase as a sighted  
13 person could.

14 26. Accordingly, Plaintiff was denied the ability to access Defendant's  
15 website and complete a purchase, a good and service which Defendant provides  
16 through the website in conjunction with its places of public accommodation, its  
17 retail stores, because Defendant failed to have the proper procedures in place to  
18 ensure that content uploaded to the website contains the proper coding to convey  
19 the meaning and structure of the website and the goods and services provided by  
20 Defendant.

21 27. Due to the widespread access barriers Plaintiff encountered on  
22 Defendant's website, Plaintiff has been deterred from accessing Defendant's  
23 website and Defendant's retail stores because Plaintiff was unable to use the website  
24 to complete a purchase.

25 28. Despite Plaintiff's attempt to do business with Defendant on its  
26 website, the numerous access barriers contained on the website and encountered by  
27 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.  
28 Plaintiff, as a result of the barriers on Defendant's website, continues to be deterred



1 from accessing Defendant's website. Likewise, based on the numerous access  
 2 barriers Plaintiff has been deterred and impeded from the full and equal enjoyment  
 3 of goods and services offered in Defendant's retail stores.

4 29. Plaintiff intends to access the website to complete a purchase of  
 5 clothing or accessories; however, the website barriers continue to deter her from  
 6 utilizing the website with her screen-reader to complete a purchase, denying her  
 7 access to the goods and services of Defendant's brick-and-mortar retail locations.

8 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**  
 9 **DEFENDANT'S RETAIL LOCATIONS TO SUBJECT THE WEBSITE TO**  
 10 **THE REQUIREMENTS OF THE ADA**

11 30. Defendant's website is subject to the ADA because the goods and  
 12 services offered on the website are an extension of the goods and services offered  
 13 in Defendant's brick-and-mortar retail stores. For example, the goods and the  
 14 services which can be procured online are available for purchase in Defendant's  
 15 brick-and-mortar retail stores. Thus, since the website facilitates access to the  
 16 goods and services of places of public accommodation, and Defendant's deficient  
 17 coding practices denied Plaintiff those very goods and services, the website falls  
 18 within the protection of the ADA because the website connects customers to the  
 19 goods and services of Defendant's physical retail stores. Moreover, the goods and  
 20 services provided through the website are not accessible to Plaintiff, a legally blind  
 21 screen-reader user.

22 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

23 31. Due to the inaccessibility of the Defendant's website, blind and  
 24 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully  
 25 and equally use or enjoy the facilities and services Defendant offers to the public  
 26 on its website. The access barriers Plaintiff has encountered have caused a denial  
 27 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular  
 28 basis from accessing the website.

32. These access barriers on Defendant's website have deterred Plaintiff from enjoying the goods and services of Defendant's brick-and-mortar retail stores which are offered through Defendant's website in a full and equal manner to sighted individuals. Plaintiff intends to visit the Defendant's website to complete a purchase of apparel or accessories if Plaintiff could access Defendant's website as a sighted person can. If Plaintiff can receive adequate information about the good sold on Defendant's website using her screen-reader, Plaintiff intends to visit Defendant's brick-and-mortar retail stores.

33. If the website were equally accessible to all, Plaintiff could independently navigate the website and complete a desired transaction, as sighted individuals do.

34. Plaintiff, through Plaintiff's attempts to use the website, has actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually impaired people.

35. The Defendant uses standards, criteria or methods of administration that have the effect of discriminating or perpetuating the discrimination against others, as alleged herein.

36. The ADA expressly contemplates the injunctive relief that Plaintiff seeks in this action. In relevant part, the ADA requires:

In the case of violations of ... this title, injunctive relief shall include an order to alter facilities to make such facilities readily accessible to and usable by individuals with disabilities .... Where appropriate, injunctive relief shall also include requiring the ... modification of a policy .... 42 U.S.C. § 12188(a)(2).

37. Because Defendant's website has never been equally accessible, and because Defendant lacks a corporate policy that is reasonably calculated to cause the Defendant's website to become and remain accessible, Plaintiff invokes 42 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to

1 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply  
2 with WCAG 2.1 guidelines for Defendant's website. The website must be  
3 accessible for individuals with disabilities who use desktop computers, laptops,  
4 tablets, and smartphones. Plaintiff seeks that this permanent injunction require  
5 Defendant to cooperate with the agreed-upon consultant to: train Defendant's  
6 employees and agents who develop the website on accessibility compliance under  
7 the WCAG 2.1 guidelines; regularly check the accessibility of the website under  
8 the WCAG 2.1 guidelines; regularly test user accessibility by blind or vision-  
9 impaired persons to ensure that the Defendant's website complies under the WCAG  
10 2.1 guidelines; and develop an accessibility policy that is clearly disclosed on the  
11 Defendant's website, with contact information for users to report accessibility-  
12 related problems and require that any third-party vendors who participate on the  
13 Defendant's website to be fully accessible to the disabled by conforming with  
14 WCAG 2.1.

15 38. If Defendant's website were accessible, Plaintiff could independently  
16 access information about the services offered and goods available for online  
17 purchase through Defendant's website and complete a purchase.

18 39. Although Defendant may currently have centralized policies regarding  
19 maintaining and operating Defendant's website, Defendant lacks a plan and policy  
20 reasonably calculated to make Defendant's website fully and equally accessible to,  
21 and independently usable by, blind and other visually impaired consumers.

22 40. Defendant has, upon information and belief, invested substantial sums  
23 in developing and maintaining Defendant's website, and Defendant has generated  
24 significant revenue from Defendant's website. These amounts are far greater than  
25 the associated cost of making Defendant's website equally accessible to visually  
26 impaired customers.

27 41. Without injunctive relief, Plaintiff will continue to be unable to  
28 independently use Defendant's website, violating her rights.

**COUNT I****VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42****U.S.C. § 12181 *ET SEQ.***

42. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 41, inclusive, of this Complaint as if set forth fully herein.

43. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: “No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a).

44. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: “a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations”; and “a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public accommodation shall take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids

1 and services, unless the public accommodation can demonstrate that taking those  
2 steps would fundamentally alter the nature of the goods, services, facilities,  
3 privileges, advantages, or accommodations being offered or would result in an  
4 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In  
5 order to be effective, auxiliary aids and services must be provided in accessible  
6 formats, in a timely manner, and in such a way as to protect the privacy and  
7 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

8 45. Defendant’s locations are “public accommodations” within the  
9 meaning of 42 U.S.C. § 12181 *et seq.* Upon information and belief, Defendant  
10 generates millions of dollars in revenue from the sale of its amenities and services,  
11 privileges, advantages, and accommodations in California through its locations,  
12 related services, privileges, advantages, and accommodations, and its website,  
13 <https://www.blendsus.com/>, is a service, privilege, advantage, and accommodation  
14 provided by Defendant that is inaccessible to customers who are visually impaired  
15 like Plaintiff. This inaccessibility denies visually impaired customers full and equal  
16 enjoyment of and access to the facilities and services, privileges, advantages, and  
17 accommodations that Defendant makes available to the non-disabled public.  
18 Defendant is violating the Americans with Disabilities Act, 42 U.S.C. § 12181 *et*  
19 *seq.*, in that Defendant denies visually impaired customers the services, privileges,  
20 advantages, and accommodations provided by <https://www.blendsus.com/>. These  
21 violations are ongoing.

22 46. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights  
23 set forth and incorporated therein, Plaintiff requests relief as set forth below.

## 24 **COUNT II**

### 25 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA** 26 **CIVIL CODE § 51 *ET SEQ.***

27 47. Plaintiff alleges and incorporates herein by reference each and every  
28 allegation contained in paragraphs 1 through 46, inclusive, of this Complaint as if

1 set forth fully herein.

2 48. Defendant's locations are a "business establishment" within the  
 3 meaning of the California Civil Code § 51 *et seq.* Upon information and belief,  
 4 Defendant generates millions of dollars in revenue from the sale of its services in  
 5 California through its locations and related services, and  
 6 <https://www.blendsus.com/> is a service provided by Defendant that is inaccessible  
 7 to customers who are visually impaired like Plaintiff. This inaccessibility denies  
 8 visually impaired customers full and equal access to Defendant's facilities and  
 9 services that Defendant makes available to the non-disabled public. Defendant is  
 10 violating the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, in that  
 11 Defendant is denying visually impaired customers the services provided by  
 12 <https://www.blendsus.com/>. These violations are ongoing.

13 49. The actions of Defendant were and are in violation of the Unruh Civil  
 14 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to  
 15 injunctive relief remedying the discrimination.

16 50. Plaintiff is also entitled to statutory minimum damages pursuant to  
 17 California Civil Code § 52 for each and every offense.

18 51. Plaintiff is also entitled to reasonable attorneys' fees and costs.

19 52. Plaintiff is also entitled to a preliminary and permanent injunction  
 20 enjoining Defendant from violating the Unruh Civil Rights Act, California Civil  
 21 Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make  
 22 <https://www.blendsus.com/> readily accessible to and usable by visually impaired  
 23 individuals.

## 24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment  
 26 in her favor and against Defendant as follows:

27 A. A preliminary and permanent injunction pursuant to 42 U.S.C. §  
 28 12188(a)(1) and (2) and section 52.1 of the California Civil Code

1 enjoining Defendant from violating the Unruh Civil Rights Act and  
2 ADA and requiring Defendant to take the steps necessary to make  
3 <https://www.blendsus.com/> readily accessible to and usable by  
4 visually-impaired individuals;

5 B. An award of statutory minimum damages of \$4,000 per offense  
6 pursuant to section 52(a) of the California Civil Code.

7 C. For attorneys' fees and expenses pursuant to California Civil Code §§  
8 52(a), 52.1(h), and 42 U.S.C. § 12205;

9 D. For pre-judgment interest to the extent permitted by law;

10 E. For costs of suit; and

11 F. For such other and further relief as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff, on behalf of herself, hereby demands a jury trial for all claims so  
14 triable.

15  
16 Dated: March 9, 2023

Respectfully Submitted,

17 /s/ Binyamin I. Manoucheri

18 Thiago M. Coelho

19 Binyamin I. Manoucheri

20 **WILSHIRE LAW FIRM**

21 *Attorneys for Plaintiff Portia Mason*  
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